

REMARKS

Applicant is in receipt of the Office Action mailed July 3, 2007. No claims have been amended, added, or cancelled. Therefore, claims 1-23 are pending in this case. Reconsideration of the present case is earnestly requested in light of the following remarks.

Section 112 Rejection

Claims 2 and 13 stand rejected under 35 U.S.C. § 112 as being indefinite. More specifically, the Examiner states, “the term atomic process is not defined in the specification and it is unknown as to what the term means”. Applicant respectfully disagrees and directs the Examiner’s attention to page 5, lines 21-30, as one example. More specifically, this portion states, “the term atomic means that the transaction cannot be divided into smaller parts”. Removal of the 112 rejection is therefore requested.

Section 102 Rejection

Claims 1-4, 7, 8, 10, 12, 13, 18, and 19 stand rejected under 35 U.S.C. § 102(b) as being anticipated by Kinnis (WO 01/13574, “Kinnis”). Applicant respectfully traverses the rejection.

Regarding claim 1, Kinnis fails to disclose **carrying out an integrated validation and storing process, wherein said signature is validated based on a validation algorithm and a key and said received message is stored in a database.** With respect to this feature, the Examiner relies on page 16, lines 11-page 17, line 9 and page 15, lines 8-15. Page 16, lines 11-19 describe validation of the certificate by valid date range and whether or not the certificate has been revoked. Page 16, line 20-page 17, line 9 describe decryption of the signature with a public key. If at any point the certificate is not verified or the decryption process fails, an error is generated and the process is halted. Page 15, lines 8-15 teaches that the digital signature service may verify the integrity of a document and, if it is verified, the document may be stored in a persistent store. Thus, Kinnis teaches verification and decryption as well as storage

(upon successful verification) in a data store. Applicant notes that the process taught by Kinnis is substantially described in the background section of Applicant's own disclosure (see page 2) where prior art signatures may be use a key to generate a signature, validate the signature, and then store the signature. However, as noted on page 2 of Applicant's disclosure, this method has drawbacks, including the possibility of modification of the message content between validation of the signature and further processing by the receiver.

Accordingly, Applicant is claiming an improvement over the teaching of Kinnis whereby the validation and storing of the digital signature is performed as an integrated process. Applicant respectfully submits that Kinnis nowhere indicates that the validation and storage is an integrated process, where no modification can occur between validation and storage. Instead, Kinnis describes each of these steps separately and does not teach or suggest that the signature is validated based on a validation process and key and then stored in a database in an integrated process. Thus, Kinnis fails to disclose this feature of claim 1.

Thus, for at least the reasons provided above, Applicant submits that Kinnis fails to teach all the features and limitations of claim 1, and so Applicant submits that claim 1 and those claims dependent therefrom are patentably distinct and non-obvious over the cited art, and are thus allowable. Claim 22 includes similar limitations as claim 1, and so the above arguments apply with equal force to this claim. Thus, for at least the reasons provided above, Applicant submits that claim 22, and those claims respectively dependent therefrom, are patentably distinct and non-obvious, and are thus allowable.

Regarding claim 2, Kinnis fails to disclose **wherein in said integrated validation and storing process said message is stored and said signature is validated within one atomic process**. The Examiner relies on the storage section cited above (page 15) of Kinnis for this feature. However, there is no indication that the message is stored and the signature is validated within one atomic process in this section *at all*. Correspondingly, Kinnis fails to disclose this feature of claim 2.

Regarding claim 3, Kinnis fails to disclose **wherein the storing process is rolled back, if the signature is not valid**. The Examiner relies on the storage of verified messages in a data store (page 15, lines 8-15) for this feature. However, Applicant respectfully submits that this section is completely irrelevant with respect to this feature of claim 3. Applicant notes that Kinnis teaches that an error is generated when the key is not valid or verified, but does not indicate that the storage process is rolled back. Correspondingly, Kinnis fails to disclose this feature of claim 3.

Regarding claim 12, Kinnis fails to disclose **carrying out an integrated receiving and generating process, wherein said message to be sent is received and said signature is generated based on a signing algorithm and a key**. With respect to this feature, the Examiner relies on page 12, line 12 – page 15, line 5 of Kinnis. This section describes that a document and key may be retrieved from a data store, and that the signature may be generated. Similar to arguments above regarding claim 1, there is no indication that this is an integrated receiving and generating process.

Thus, for at least the reasons provided above, Applicant submits that Kinnis fails to teach all the features and limitations of claim 12, and so Applicant submits that claim 12 and those claims dependent therefrom are patentably distinct and non-obvious over the cited art, and are thus allowable. Claim 23 includes similar limitations as claim 12, and so the above arguments apply with equal force to this claim. Thus, for at least the reasons provided above, Applicant submits that claim 23, and those claims respectively dependent therefrom, are patentably distinct and non-obvious, and are thus allowable.

Regarding claim 13, Kinnis fails to disclose **wherein in said integrated receiving and generating process said message to be sent is received and said signature is generated within one atomic process**. Similar to arguments above regarding claim 2, there is no indication that the message to be sent is received and said signature is generated within one atomic process.

Section 103 Rejections

Claims 5, 6, 11, 14, 15, 17, 20 and 21 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Kinnis in view of Slaughter (U.S. 6,643,650, “Slaughter”).

Claims 9 and 16 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Kinnis in view of Dickinson (U.S. 6,853,988, “Dickinson”).

With respect to the section 102 and 103 rejections, Applicant also submits that numerous ones of the dependent claims recite further distinctions over the cited art. However, since the rejection has been shown to be unsupported for the independent claims, a further discussion of the dependent claims is not necessary at this time.

CONCLUSION

Applicant submits the application is in condition for allowance, and an early notice to that effect is requested.

If any extensions of time (under 37 C.F.R. § 1.136) are necessary to prevent the above-referenced application(s) from becoming abandoned, Applicant(s) hereby petition for such extensions. The Commissioner is hereby authorized to charge any fees which may be required or credit any overpayment to Meyertons, Hood, Kivlin, Kowert & Goetzel P.C., Deposit Account No. 50-1505/5646-00900/JCH.

Respectfully submitted,

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